

SCHEDULE A

Date: June 29, 2009

State of Idaho
DEPARTMENT OF LANDS
REQUEST FOR QUOTATIONS
THIS IS NOT AN ORDER

Requisition Number: 09-211

BIDS CLOSE: July 31, 2009
3:00 PM

IMPORTANT INSTRUCTIONS:

The right is reserved to accept or reject quotations on each item separately or as a whole. Special brands, when named, are only to indicate the standard of quality desired. Bidders may bid on their equal. Offerings on other brands, if their equal, will be considered, but brands or descriptions of the equals must be plainly stated. Bidders will use this form in submitting prices.

Prices must be given in the "unit of quantity" we ask for. For example: If we ask for an item by the "piece," bid by the "piece"; if we ask for it by the "foot," bid by the "foot," etc.

IDAHO DEPARTMENT OF LANDS

These specifications were written by: 300 N 6th St. Ste. 103 Boise, ID 83720-0050

Phone: (208) 334-0256

Destination As per project description(s) and map(s)

QUOTE ALL PRICES F.O.B. POINT OF DESTINATION

QUAN.	UNIT	ARTICLES	UNIT PRICE	AMOUNT
		<p>Road Inventory Contract No. 09-211 per attached contract terms and project description(s) and map(s).</p> <p><u>Please sign and return this page with your bid.</u> Submit bid on attached bid form (Schedule A).</p> <p>FAXED bids will not be accepted.</p> <p>I carry workers' compensation insurance and will furnish a certificate of coverage. _____</p> <p>I do not carry workers' compensation insurance. _____</p> <p>In what <u>State</u> is the bidder domiciled _____. In determining "<u>domicile</u>" the following "rule of thumb" will be used: Corporation - In what state is the Corporation chartered or incorporated. Sole Proprietor or Partnership - In what state is the permanent headquarters or business located. Failure to furnish information on state of domicile may result in rejection of bid.</p> <p>NOTICE: See attached sheet for explanation of Idaho Department of Lands Standard Bidder Information.</p>		

Discounts will be accepted but cannot be used to determine the lowest bid.

We have stated hereon the prices at which we will furnish and at destination named above, the articles or services as specified. Delivery will be made within _____ days from receipt of order.

Delivery requested As per project description

Firm _____

Street _____

City _____ State _____

Zip Code _____ email address _____

Phone _____ FAX _____

Mail your bids to:

Idaho Department of Lands
300 N 6th St. Ste 103
P.O. Box 83720
Boise, Idaho 83720-0050

Signed by _____

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**BIDDING SCHEDULE A
CONTRACT NO. 09-211-410130
ROAD INVENTORY CONTRACT**

SUPERVISORY AREA	PROJECT NAME AND NUMBER	ESTIMATED NUMBER OF UNITS	PRICE PER UNIT	TOTAL EXTENDED AMOUNT
PONDEROSA	09 Ponderosa Road Inventory FM #41-130-225-09	Driveable Road 117 miles	\$	\$
		Non-Drivable Road 1 miles	\$	\$
		TOTAL PROJECT BID		\$

Any additional work required under this contract but not scheduled will be performed at the rates shown herein. An approved and signed contract modification will be required prior to the starting of additional work.

In the case of math errors, the **PRICE PER UNIT** will be correctly extended and the corrected **TOTAL EXTENDED AMOUNT** will be the basis for bid award.

NOTE: The quantities of work to be done under this contract as set forth in Schedule A have been estimated and may not be accurate in any or all particulars. They are only for the purpose of comparing on a uniform basis the bids offered for the work under this contract. The Contractor understands and agrees that these are estimates only and that the State shall not be responsible for any claim of profits, loss of profit or for damages because no work is ordered under certain items or because of a difference between the estimated quantities of work to be done and the actual quantities ordered by the State.

CONTRACTOR'S COMPANY NAME: _____

CONTRACTOR'S NAME: _____ EMAIL (if available) _____

PHONE NUMBER _____ TAX ID # _____

CONTRACTOR'S SIGNATURE: _____

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ROAD INVENTORY

CONTRACT NO. 09-211

Bid Return Mailing Information

Please return bid proposals to the Directors office in Boise at the following address. Include the following information on the front of the envelope to insure timely processing of your bid.

Bid proposals must be received at the Directors office in Boise by 3:00 p.m. local time on the closing date.

Your Return address

SEALED PROPOSAL FOR
CONTRACT NO. 09-211
CLOSING DATE
July 31, 2009

STATE OF IDAHO
DEPARTMENT OF LANDS
300 N 6th St. Ste 103
BOISE, ID 83702

For Federal Express or Postal Express mail to:

Idaho Department of Lands,
300 N. 6th Street - Ste 103
Boise, Idaho 83702
Phone: 208-334-0200

Please note on the envelope:

SEALED BID PROPOSAL FOR CONTRACT NO. 09-211

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IDAHO DEPARTMENT OF LANDS

STANDARD BIDDER INFORMATION

ADDENDA

It will be the bidder's responsibility to check for any addenda prior to submitting a bid, proposal, or quotation. In the event it becomes necessary to revise any part of the solicitation documents, addenda will be made available. Information given to a bidder will be available to all other bidders if such information is necessary for purposes of submitting a bid or proposal or if failure to give such information would be prejudicial to uninformed bidders.

BURDEN OF PROOF

ANY VARIATIONS of brand names or deviations from the specifications MUST BE CLEARLY STATED. It shall be the responsibility and burden of the submitting vendor to furnish the State WITH ITS ORIGINAL SUBMISSION sufficient data to determine if the goods or services offered conform to the specifications.

ORAL INFORMATION

The State will not be responsible for any verbal or oral information regarding a bid.

BIDDER DISQUALIFICATION AND AWARD INFORMATION

The State reserves the right to make reasonable inquiry to determine the responsibility of a bidder or offerer. Such requests may include but not be limited to financial statements, credit ratings, statements of experience and past performance, references, etc. Successful bidders must show to the satisfaction of the Idaho Department of Lands that they have sufficient equipment and work crews to complete the work contracted by the time specified. The unreasonable failure of a bidder or offerer to promptly supply information in connection with such a bid is reason for disqualification. Except as otherwise provided by law, information furnished by the bidder or offerer pursuant to this provision may not be disclosed outside the Idaho Department of Lands without prior written consent of the bidder or offerer. Disqualification of a "lower price bid" may be pursued when a bidder's reputation, experience or references are such as to create a doubt about satisfactory job completion or if the bid prices are considerably below department estimates and the other bid prices. The Purchasing/Contracts Agent will contact the bidder and request that they disqualify themselves by withdrawing in writing. If the bidder refuses to withdraw, the Purchasing/ Contracts Agent may notify the bidder in writing that we will not offer them a contract and proceed with an award to the next responsible bidder.

PARTNERSHIPS

Contractors bidding as partners must furnish the Department the name of the partnership, names of the partners, and the partnership's Federal taxpayer I.D number. All payments will be made to the partnership.

INTERNAL REVENUE SERVICES REPORTING REQUIREMENT

IRS rules and regulations require employers to submit a miscellaneous income form (IRS form 1099) for all contractual persons who receive \$600 or more in a calendar year. Incorporated firms are exempt from this reporting requirement. The contractor's taxpayer identification number (Social Security or employer number) must be listed on the signature page of the contract.

PUBLIC RECORDS

The Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a state or local agency regardless of the physical form or character. ALL, OR MOST (there are exceptions), OF THE INFORMATION CONTAINED IN YOUR RESPONSE TO THE STATE'S SOLICITATION WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW.

WORKERS COMPENSATION INSURANCE

All persons working for the State under any contract of hire, expressed or implied, must be covered by worker's compensation insurance. (Reference Title 72, Idaho Code).

No contractor may sign an affidavit or waiver of any kind declaring himself exempt from coverage.

Any contractor who hires employees to accomplish the contracted work must provide a certificate of worker's compensation insurance.

The Department of Lands may pay worker's compensation insurance premiums on behalf of the contractor if the contractor has no employees and, except for the provisions in this contract, is not otherwise required to carry worker's compensation insurance. The contractor must indicate he does not carry worker's compensation by checking the appropriate statement on the bid form. The cost of the premium will be tallied in the bid evaluation so that a contractor paying worker's compensation premiums is not penalized. In no event will the premium be paid to the contractor.

Example: Bidder #1 bid total = \$8,000.00
 Bidder does not provide worker's compensation

 Bidder #2 bid total = \$9,000.00
 Bidder provides worker's compensation

The following procedure will be used to evaluate the bid without worker's compensation.

(EXAMPLE – ALL RATES ARE EXAMPLES ONLY)

Bid price times applicable worker's compensation rate times current Department of Lands' percentage reduction rate added to bid price.

<u>Bidder #1</u>	<u>Worker's Class Rate</u>		<u>Reduction Rate</u>	<u>Premium Amt.</u>
\$8,000.00	x rate \$31.00 per/100	x	67.5	= \$1,674.00
			Plus bid amount	+8,000.00
			Total bid price	\$9,674.00

Bidder #2 would be the successful bidder and furnish a certificate to the Department.

PREFERENCES

Section 67-2349, Idaho Code, requires application of a preference in determining which bidder submitted the lowest responsible bid. If the bidder who submitted the lowest bid is domiciled in a state which has a preference law that penalizes Idaho domiciled bidders, then the State must apply a preference. The penalty applied to out-of-state bidders competing against Idaho bidders is determined by the penalty applied by the bidder's domiciliary state to its out-of-state bidders.

In determining domicile, the following "rule of thumb" will be used: Corporations – the state in which the corporation is chartered or incorporated; Sole proprietor or partnership – the state in which the permanent headquarters of the business is located.

A bidder domiciled outside the boundaries of the state of Idaho may be considered as an Idaho domiciled bidder provided that there exists for a period of one year preceding the date of the bid a significant Idaho economic presence as defined herein. A significant Idaho economic presence shall consist of the following: (a) That the bidder maintain in Idaho fully staffed offices, or fully staffed sales offices or divisions, or fully staffed sales outlets, or manufacturing facilities, or warehouses or other necessary related property; and (b) if a corporation, that it be registered and licensed to do business in the state of Idaho with the office of the secretary of state.

REJECTION OF BIDS AND CANCELLATION OF BID SOLICITATION

Prior to the issuance of a contract, the State shall have the right to accept or reject all or any part of a bid or proposal or any and all bids or proposals when: (i) it is in the best interests of the State of Idaho; (ii) the bid does not meet the minimum bid specifications; (iii) the bid is not the lowest responsible bid; (iv) a finding is made based upon available evidence that a bidder is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill contract requirements; or (v) the item offered

deviates to a major degree from the bid specifications, as determined by the State (minor deviations, as determined by the State, may be accepted as substantially meeting the bid requirements of the State of Idaho). Deviations will be considered major when such deviations appear to frustrate the competitive bidding process or provide a bidder an unfair advantage. Prior to the issuance of a contract, the State shall have the right to reject all bids, proposals, or quotations or to cancel a solicitation or request for quotations. Cancellation may be for reasons that include but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) property is no longer required; (iv) there is a change in requirements; (v) all bids are deemed unreasonable or sufficient funds are not available; (vi) bids were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the bid process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the state of Idaho.

BID AWARD PROCEDURES

For contracts with a total solicitation value of \$75,000 or less, the State will mail a contract award to the successful bidder(s) within five (5) working days following the bid closure date.

For contracts with a total solicitation value of more than \$75,000, the State will notify all bidders within five (5) working days following the bid closure, by mail and/or fax, of its intent to award a contract and the party(ies) to whom the contract will be awarded. After elapse of the five (5) day appeal period set forth in Idaho Code (see Administrative Appeals below), and there being no appeals received, the State will award a contract to the successful bidder(s).

Bidders to whom a contract has been awarded will have fourteen (14) calendar days from the mailing date of the award notice to return to the State a signed copy of the contract along with the required bonding and certificates of insurance. If the State does not receive such documents within the specified time period, the State may declare, at its sole discretion, that all bidder's rights to the contract are forfeited, and the State may proceed without further delay or notice to award the contract to the next low bidder.

ADMINISTRATIVE APPEALS

The law the State follows in administrative appeals is set forth at Section 67-5733, Idaho Code.

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STATE OF IDAHO
DEPARTMENT OF LANDS



ROAD INVENTORY

CONTRACT NO. 09-211-410130

09 PONDEROSA ROAD INVENTORY

**STATE OF IDAHO
DEPARTMENT OF LANDS
ROAD INVENTORY CONTRACT
CONTRACT NO. 09-211-410130**

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**STATE OF IDAHO
DEPARTMENT OF LANDS**

**ROAD INVENTORY CONTRACT
CONTRACT NO. 09-211-410130**

DIVISION A - GENERAL

1. DEFINITIONS AND TERMS

- a. Attachments: The attached project descriptions, maps, and other labeled references are a part of this contract and any special terms therein are binding upon all parties.
- b. State or Idaho Department of Lands (IDL): Acceptable and legal references to the Idaho Department of Lands for the purposes of this contract.
- c. Contract Supervisor: The designated department representative who will provide on-the-round administration of this contract.
- d. Contractor Representative: The Contractor's representative, authorized in writing to act on behalf of the Contractor, and to be present on the area at nearly all times. This person must be able to speak English fluently for satisfactory communication with the Contract Supervisor.
- e. Purchasing Agent: The contracting officer for the Idaho Department of Lands.
- f. Crew: May be one or more individual(s) performing work under this contract.
- g. Services: Includes services performed, workmanship and materials furnished or utilized in the performance of services.
- h. Unit: The units, for purposes of this contract, are shown on the project map(s).
- i. Contract Map: Map indicating the contract area to be inventoried.
- j. Project Map(s): Approximately four (4) inch to the mile maps on which inventoried road(s) are mapped and roads numbered.

2. CONTRACT RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties that this contract does not create an employer/employee relationship. Furthermore, the State of Idaho is in no way associated or otherwise connected with the performance of any service under this contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this contract.

3. CONTRACTOR RESPONSIBILITY

The Contractor shall be required to assume responsibility for production and delivery of all material and services included in this contract, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

4. SUBCONTRACTING

Unless otherwise allowed by the State in this contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the contract by Contractor's subcontractor or its sub-subcontractor.

5. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this contract binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No other wise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this contract. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

6. WORKMAN'S COMPENSATION INSURANCE

The Contractor will maintain and pay for any applicable workman's compensation insurance and will provide a certificate of same. If the Contractor does not have employees and is not otherwise required to carry workman's compensation insurance under the laws of the State of Idaho, the Idaho Department of Lands will furnish workman's compensation insurance for work done under this contract unless otherwise specified in the contract. The cost to the Idaho Department of Lands for furnishing such workman's compensation insurance will be added to the Contractor's bid price for purposes of bid evaluation only. In no event will said amount be paid to the Contractor.

7. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely and absolutely responsible for the payment of those taxes.

8. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this contract unless specifically stated otherwise herein.

9. STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.

10. AFFIDAVIT OF COMPLIANCE

The Contractor, upon completion of the project work, must furnish the Idaho Department of Lands with a notarized affidavit stating that:

- a. At least the minimum Idaho wage was paid.
- b. There was compliance with all labor laws.
- c. All debts incurred as a result of this contract were paid.
- d. Any further claims against the State of Idaho under this contract are relinquished, pending payment for services rendered.

11. SAVE HARMLESS

Contractor shall indemnify and hold harmless the State of Idaho from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act.

12. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

In no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this contract. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this contract.

13. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Contract. If installation is requested by the State or specified in the State's bidding documents, pricing shall include all charges associated with a complete installation at the location specified.

14. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this contract without the prior written consent of the State.

15. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly himself, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the state of Idaho, if made by, through or on behalf of the department in which he is an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive bids. (Idaho Code Section 67-5726(1)).

16. GOVERNMENT REGULATIONS

- a. The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho including the Forest Practices Act (Title 38, Chapters 1 and 13, Idaho Code), counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract. The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.
- b. Contractor guarantees that all items meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

17. SAFETY INFORMATION

- a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies.
- b. All chemicals, equipment and materials proposed and/or used in the performance of this Contract must conform to the standards required by the William-Steiger Occupational Safety and Health Act of 1970. Contractor must furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

18. USE OF THE STATE OF IDAHO NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

19. CONTRACT TERMINATION

- a. The State may terminate this contract, in whole or part, by written notice delivered to either the Contractor or his representative in any one of the following circumstances. Termination by the State for cause may result in forfeiture of Contractor's bond.
 - (1) Failure of the Contractor to perform any of the provisions of this contract.
 - (2) Failure of the Contractor to correct unsatisfactory performance or work immediately after it has been brought to his attention.
 - (3) Failure of the Contractor to make satisfactory progress in order to be able to complete the work within the contract period.
 - (4) The State may terminate this contract at any time for the convenience of the State upon ten (10) calendar days' written notice specifying the date of termination.
- b. Upon termination, the Contractor shall:
 - (1) Promptly discontinue performing under the contract, unless the termination notice directs otherwise.
 - (2) Promptly return to the State control of the properties and any personal property provided by the State pursuant to the contract.
 - (3) Deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing duties under the contract, whether completed or in process.

- c. Upon termination, the obligations and liabilities of the parties shall cease, except that the obligations or liabilities incurred prior to the termination date shall be honored. This paragraph shall not be interpreted to place any requirement on the State to accept or make payment to the Contractor for any unsatisfactory work.
- d. If the State terminates the contract, the State may take over the work and may award another party a contract to complete the work as stated by this contract.
- e. In the event of termination, the State shall pay all sums still due Contractor through the effective date of termination in full within thirty (30) days of a written demand and receipt of all items necessary from Contractor to allow the State to make payment.

20. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the State is a government entity and this contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this contract in whole or in part (or any order placed under it) if, in its judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations and, in some instances, direct federal funding.

21. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

22. GOVERNING LAW

This contract shall be construed in accordance with, and governed by the laws of the State of Idaho.

23. ENTIRE AGREEMENT

This contract, with the State's Invitation to Bid, Request for Proposal, or Request for Quotation, including any addenda (such deemed incorporated by reference) and the vendor's response, to the extent it is not in conflict with the specifications or the States terms and conditions (such document deemed incorporated by reference), constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous bids, proposals, or quotations, both oral and written, discussions, representations, commitments, and all other communications between the parties. Where terms and conditions specified in the State's documents or the Contractor's response differ from those specifically stated in this contract, the terms and conditions of this contract shall apply.

24. MODIFICATION

This contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

25. PERFORMANCE BONDS

Performance bonds in the amount of ten percent (10%) of the total contract price will be held until all project work has been satisfactorily completed to guarantee full and faithful compliance with each and every term and condition as follows:

- a. Ten percent (10%) of the total bid price in cash, by certified check, or money order made payable to the Treasurer, State of Idaho, must be submitted to the State prior to the execution of the contract by the Idaho Department of Lands. In lieu of a cash bond, bidders may submit a Certificate of Deposit or Letter of Credit in a form that is acceptable to the State. Such documents will be subject to approval by the Idaho Department of Lands prior to the execution of the contract.
- b. The ten percent (10%) bond will be refunded to the Contractor upon satisfactory completion of all contracted projects and upon receipt of an affidavit of compliance as stipulated in Division A, paragraph 10.

26. ITEMS TO BE FURNISHED BY THE CONTRACTOR

- a. The Contractor will furnish all labor, equipment, supervision, transportation, materials, flagging, and incidentals necessary to satisfactorily complete this contract including all safety equipment required by current laws and regulations.

The Contractor will also provide all necessary bilingual (English and the principal language of the crew members) supervisory personnel needed to accomplish all work in an orderly manner. Crew supervision will be based on the following crew size categories:

1 - 4 workers = 1 working Crew Supervisor
5 - 9 workers = 1 non-working Crew Supervisor
10 - 15 workers = 2 non-working Crew Supervisors

27. ITEMS TO BE FURNISHED BY THE STATE

- a. A Contract Supervisor to acquaint the Contractor with each unit to be worked and to conduct periodic field inspections.
- b. Copies of four-inch to the mile maps, forms, and aerial photographs and one copy of aerial photographs which shall be returned once contract work has been completed.
- c. Other items as per the project description(s).

28. TRASH CLEANUP

The Contractor shall be responsible for picking up and properly disposing of all trash generated as a result of this contract at the end of each day. This includes any camps made by Contractor personnel. Cleanup shall be done to the satisfaction of the Contract Supervisor and covered by the Contractor's performance bond.

29. CAMPING ON STATE LAND

Contractor personnel may, with written approval from the Idaho Department of Lands, camp during the contract period on State land. Such camping will be at the Contractor's own risk. Any camps will be made according to conditions set forth by the Idaho Department of Lands Supervisory Area, be in compliance with State Land Board rules and regulations for fire prevention.

30. FIRE PREVENTION RESPONSIBILITIES

- a. The Contractor will adhere to the State Land Board rules and regulations which set forth fire prevention safety precautions for woods operations. Such rules and regulations are available at any Idaho Department of Lands office. These rules and regulations will be outlined during the pre-work conference with the Contractor.
- b. The Contractor shall not build any open fires at any time of the year on the contract area without first obtaining written permission from the State.
- c. Fire spreading through the contract area which is a result of the Contractor's operation or employees' actions shall be the liability of the Contractor.

31. CONTRACT PERIOD

This contract will become effective once signed by all parties. Approximate starting and completion dates are listed in the attached project description(s).

The contract will terminate upon completion and inspection of all contracted projects unless terminated earlier by the State under any of the provisions of Division A, paragraph 19.a (1)-(4).

32. PERFORMANCE OF THE CONTRACTOR

Failure of the Contractor to commence operations as mutually agreed upon by the Contractor and the State to maintain the required production rate, to complete operations as prescribed herein, or failure to meet other terms of the contract, shall give the Idaho Department of Lands the right to cancel the contract as provided for in Division A, paragraph 19.a.(1)-(3). Such cancellation shall not affect any rights of the State of Idaho for recovery of damages from any payment for services due Contractor or from the bond hereinbefore provided for in any action at law or in equity.

33. INSPECTIONS AND PAYMENT

Inspection reports will be furnished to the Contractor by the Contract Supervisor so that any deficiencies may be corrected as contract work progresses.

Payment schedules are specified in each attached project description. Payment to be made at the rate(s) set forth in Schedule A attached hereto.

34. CONTRACT ADMINISTRATION

- a. The Contract Supervisor will administer the contract as required in all specifications.
- b. Disputes between the Contract Supervisor and the Contractor will be resolved by the State.
- c. The Contract Supervisor has the following authority in addition to that delegated in other portions of the contract:
 - (1) Decide questions of fact arising in regard to quality and acceptability of equipment to be used, materials furnished, and all work performed.
 - (2) Make recommendations for payment.

35. PAYMENT AND COMPLIANCE

- a. Compliance and payment inspections will be made by random spot checking up to ten percent (10%) of the total project miles to ensure compliance and accuracy of the fieldwork performed.

- b. The Contract Supervisor will inspect the contract work to determine if work performed is satisfactory. The Contractor Representative will be notified of any unsatisfactory unit(s) or parts thereof.
- c. The minimum acceptable standard for satisfactory work is ninety percent (90%). The percent satisfactory will be computed as follows:

$$\frac{\# \text{ satisfactory inventoried attributes inspected}}{\# \text{ inventoried attributes inspected}} \times 100 = \% \text{ satisfactory}$$

If the percentage falls below 90%, the State will inform the Contractor in writing. The Contractor shall then revisit the unacceptable unit and bring the work up to satisfactory levels.

- d. If work on a unit or part thereof fails to meet contract specifications, payment will be withheld on the unsatisfactory unit(s). The contractor shall, at no additional expense to the State, re-inventory unsatisfactory units or parts thereof. In the event the contract is terminated for unsatisfactory performance, payment will be made on only those units completed satisfactorily.
- e. If the original inspection results are unacceptable to the Contractor on either a completed or partially completed unit, one reinspection of the unit may be requested in writing. The Contract Supervisor and Contractor Representative shall together revisit the inspection unit to determine the accuracy of the unit. The results of the second inspection will be used in determining payment. If the second inspection results fall below the acceptable limit, the Contractor shall pay the cost of the reinspection.

DIVISION B - TECHNICAL SPECIFICATIONS

Unless stated otherwise, all procedures and standards shall conform to those commonly used in the forestry profession, the Idaho Department of Lands Timber Management Procedures Manual, and as directed by the State.

1. PROCEDURES AND STANDARDS USING GLOBAL POSITIONING SYSTEM (GPS)

- a. Roads shall be traversed utilizing a GPS receiver for establishing ground locations, and a field data logger to accumulate position information of road features and distances.
- b. Where terrain and/or canopy conditions make it impossible to obtain ground location data by GPS methods, conventional ground-based measuring system shall be used to fill the gaps in road related attributes. All non-GPS traverses must be tied to GPS positions. The use of conventional measuring methods in conjunction with GPS methods must be approved in advance by the Contract Supervisor.
- c. The Contractor will prepare a positional fix file, defining the location of all roads and road features. This mapping process will include traversing the roads while a GPS receiver/data logger records three-dimensional fixes.
- d. Location coordinates shall be provided to the State (Contract Supervisor) in UTM (Universal Transverse Mercator) Zone 11 coordinates and reported in degrees, minutes, seconds, and decimal of seconds. Coordinates shall be based on NAD 27.
- e. All GIS coverages developed by the contractor will be Federal Geographic Data Committee compliant, including metadata containing the data development history.
- f. All GIS data sets generated by the Contractor will meet National Map Accuracy Standards (NMAS) for 1:24000 scale <http://rockyweb.cr.usgs.gov/nmpstds/nmas.html>

- g. GPS data collected by the Contractor shall adhere to National Map Accuracy Standards for 1:24000 scale (+/- 40 feet)
- h. The Contractor shall prepare and submit to the Contract Supervisor the following items:

One digital file in the ARCVIEW SHAPE FILE format which is complete, correct, properly formatted, and which can be downloaded directly onto the Idaho Department of Lands GIS system. This file shall be supplied after the completion of the first 20 miles of road, after the completion of each payment unit or upon request by the Contract Supervisor to verify downloading capabilities. A complete electronic file will be provided at the end of the project containing all information regarding roads, road feature locations and road distance information. The electronic format will be approved by the State.

IN WITNESS WHEREOF, the parties have caused this contract to be executed effective

this _____ day of _____, 20____, in Boise, Idaho.

IDAHO DEPARTMENT OF LANDS

CONTRACTOR

By _____

By _____

Date _____

Date _____

Contractor's Social Security
or Employer Number:

Taxpayer ID# (TIN)

Contractor's Phone/Contact No.

_____email if available

Attachments:

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Exhibit A
DATA REQUIREMENTS

FEATURES
NUMBER/FIELD:

ATTRIBUTES-DESCRIPTION

0/Road Number:	District Road Number from Provided Maps
1/GPS Waypoint:	Number
2/Inventory Date:	Date Inventoried
3/Bridge	1- Steel 2- Concrete 3- Wood 4- Railcar
4/Culvert	1- Metal(Round) 2- Metal(Squash) 3- Metal(Bottomless) 4- Plastic 5- Wooden
5/Width/Diameter	Bridge Width in feet or culvert diameter in inches
6/Length	Bridge Length
7/Crossing Condition	1- Good 2- Needs Repair 3- Replace
8/Crossing Type	1- Channel (defined bed and banks) 2- Ditch relief - dry 3- Ditch relief - seep
9/Surfacing	1- Start - start of surfacing 2- Stop - end of surfacing
10/Road Closure	1- Gate 2- Tank trap 3- Guard rail 4- Jersey barrier 5- Rocks 6- Cattle guard
11/Road Closure Condition	1- Functional 2- Nonfunctional

12/Vegetation Composition	<ul style="list-style-type: none">0- No Vegetation1- Gassed in2- Brushy, but passable to 4-wheel drive vehicle3- Medium brush, impassable to pickup but passable to ATV4- Heavy brush, impassable to ATV
13/Cross Ditch Condition	<p>Rate the entire road or end of segment if variable</p> <ul style="list-style-type: none">1- Present and functional2- Present but many nonfunctional3- Not present
14/Erosion Problem Area	<ul style="list-style-type: none">1- Cutslope failure passable to pickup2- Cutslope failure blocking to pickup3- Fillslope failure passable to pickup4- Fillslope failure blocking to pickup5- Rutting in running surface
15/Miscellaneous	<ul style="list-style-type: none">1- Rock buttressing culvert inlet2- Rock buttressing culvert outlet3- Rock buttressing cutslope4- Rock buttressing fillslope5- Gabions(wire baskets filled with rock)6- Hilfikers7- Ford8- Subdrain9- Beginning of Road10- End of Road
16/Comments	<p>Additional information describing each road segment or point feature.</p>

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**CONTRACT 09-211-410130
PROJECT DESCRIPTION**

SUPERVISORY AREA: Ponderosa

PROJECT NAME: 09 Ponderosa Road Inventory

PROJECT NUMBER: 41-130-225-09

PROJECT LOCATION:

The project is located within the North Fork of the Clearwater River drainage. Unit 1 lies south of Elk River, Idaho. The following legal description applies.

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
Pts.	2	38N	2E
Pts.	12, 13, 22, 23, 35, 36	39N	2E
Pts.	10, 14-17, 19-33, 36	39N	3E
Pts.	30, 31	39N	4E

TREATMENT TYPE:

This project will inventory approximately 118 miles of road.

**SUBJECT TO DIRECTION AND INSTRUCTION OF THE CONTRACT
SUPERVISOR, THE CONTRACTOR SHALL ADHERE TO THE FOLLOWING:**

1. All State owned roads within the contract area will be inventoried by the Contractor for specified attributes. An approved GPS device will be used for each road inventoried, tracking data as shown in Exhibit A. An approved data dictionary can be used; or data can be hand written as shown in Exhibit B, with a corresponding waypoint and then entered into an ArcView shapefile in approved fields in a format approved by the Contract Supervisor. Accuracy standards will be a PDOP of 7 or 100 feet. The projection for the ArcView shapefile will be NAD 1927 UTM Zone 11N. The Contractor shall provide the completed shapefile to the State on a compact disk upon completion of the project.

2. Road inventory specifications
 - a. All roads on State ownership will be inventoried. Unknown and/or unmapped roads will be inventoried, and a total distance recorded by odometer, hip-chain or GPS line feature. Unknown roads will be numbered as directed by the Contract Supervisor. Payment for unknown and/or unmapped roads shall be made at the rates as set forth in Schedule A.
 - b. Roads beginning on State ownership and extending on though other ownership will only be inventoried on State ownership.
 - c. All roads inventoried will have the Road Closure feature inventoried regardless of the ownership at the location of the road closure.
3. The Contractor will utilize a road numbering system developed by the Contract Supervisor. Road numbers will correspond with the data recorded and the project field maps.
4. The contractor will mark roads inventoried as follows:

The location of all point features noted on Exhibit A will be flagged with a road number and waypoint number written on flagging with a permanent marker, (Example: 4104.1 WP 5). Flagging shall consist of two flags of different colors a minimum of 1 foot in length.
5. The State will provide field maps (36" X 36", eight inches to the mile) with the approximate location and road number of known roads to be inventoried. Field maps with orthographic photos will be provided by the State upon request. All other supplies and materials will be the responsibility of the Contractor.

MATERIALS:

The Contractor will provide the following supplies and materials. The Contract Supervisor will approve all supplies and materials.

<u>ITEM</u>	<u>DESCRIPTION</u>
Flagging	Florescent Blue, Florescent Orange -Forestry Grade
Permanent Markers	Black Ink

UNITS: 1 as indicated on the project map

CONTRACT PERIOD AND SCHEDULE:

Contract work may commence after the Contractor has received a signed copy of the contract and has had a prework conference with the contract supervisor. All fieldwork must be completed by November 1st, 2009. The contract will terminate on November 30, 2009. All work must be completed by this date.

INSPECTION AND ACCEPTANCE:

1. The Contract Supervisor will make periodic inspections while work is in progress to ensure work is proceeding satisfactorily.
2. Upon receipt of the required ArcView shapefile of the completed field work, the Contract Supervisor will inspect the completed work for contract compliance. Within 10 calendar days, the State will notify the Contractor regarding acceptability of inspected work. The Contractor will have 5 calendar days to correct unsatisfactory work.
3. No less than 10% of the unit shall be inspected to determine the percentage of satisfactory work (minimum 90%). Errors will include missed features and incorrectly identified feature attributes (culvert sizes, bridge lengths, etc.)

CONTRACT PAYMENT:

Payment will be made at the rates set forth in Schedule A attached hereto. No payments shall be made prior to July 1st, 2009. Payment will be made after acceptable completion of each of the following payment units:

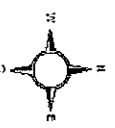
	<u>Approximate mileage</u>
Payment Unit #1 Unit 1	118 miles

INFORMATION:

Information will be available by contacting the following address:

Jake Willard
jwillard@idl.idaho.gov
Idaho Department of Lands
Ponderosa F.P.D.
3130 Highway 3
Deary, Idaho 83823
Phone: (208) 877-1121
FAX: (208) 877-1122

Contract No.09-211-410130
09 Ponderosa Road Inventory
FM# 41-130-225-09



Township 39 N

Range 2 E

Range 3 E

Elk River, Idaho

PROJECT MAP

Legend

PROJECT BOUNDARY

OWNERSHIP

IDL

POTLATCH

USFS

ARMY CORPS

ROADS

High way

County

Main

Section dary

Spur

STREAMS

Class 1

Class 2

